

# Exhibit 1

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**From:** Katharine Malone <[kmalone@saverilawfirm.com](mailto:kmalone@saverilawfirm.com)>  
**Sent:** Wednesday, November 17, 2021 6:32 PM  
**To:** Kaiser, Steven J. <[skaiser@cgsh.com](mailto:skaiser@cgsh.com)>; [mmulqueen@bakerdonelson.com](mailto:mmulqueen@bakerdonelson.com)  
**Cc:** Ronnie Spiegel <[rspiegel@saverilawfirm.com](mailto:rspiegel@saverilawfirm.com)>  
**Subject:** Re: Varsity (Jones): meet and confer follow-up

Steve, sorry for the late email, but: Agreed.

I'll inform the court first thing tomorrow.

Thanks,  
Kate

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**From:** Kaiser, Steven J. <[skaiser@cgsh.com](mailto:skaiser@cgsh.com)>  
**Sent:** Wednesday, November 17, 2021 11:56:02 AM  
**To:** Katharine Malone <[kmalone@saverilawfirm.com](mailto:kmalone@saverilawfirm.com)>; [mmulqueen@bakerdonelson.com](mailto:mmulqueen@bakerdonelson.com)  
<[mmulqueen@bakerdonelson.com](mailto:mmulqueen@bakerdonelson.com)>  
**Cc:** Ronnie Spiegel <[rspiegel@saverilawfirm.com](mailto:rspiegel@saverilawfirm.com)>  
**Subject:** RE: Varsity (Jones): meet and confer follow-up

Hi Kate. This is basically fine with two clarifications. First, on the text messages, our agreement is as to current employees of Varsity. This is what you said in presenting the proposal, so I imagine that is not a problem. (This effects Webb who you are dealing with directly and LeTard who is not a current employee.) Second, we are producing as to the requests at issue. I know this is implicit but I just want that to be explicit for the avoidance of any doubt in the future.

If you respond "agreed" we are good to go.

Note to the magistrate is fine. Thanks.

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**Steven J. Kaiser**  
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Washington, DC 20037  
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[skaiser@cgsh.com](mailto:skaiser@cgsh.com) | [clearygottlieb.com](http://clearygottlieb.com)

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**From:** Katharine Malone <[kmalone@saverilawfirm.com](mailto:kmalone@saverilawfirm.com)>  
**Sent:** Wednesday, November 17, 2021 1:31 PM  
**To:** Kaiser, Steven J. <[skaiser@cgsh.com](mailto:skaiser@cgsh.com)>; [mmulqueen@bakerdonelson.com](mailto:mmulqueen@bakerdonelson.com)

**Cc:** Ronnie Spiegel <[rspiegel@saverilawfirm.com](mailto:rspiegel@saverilawfirm.com)>

**Subject:** RE: Varsity (Jones): meet and confer follow-up

Hi Steve,

Before we notify the court, we wanted to memorialize our agreement as to the Varsity Defendants ("Varsity"). Below that is our proposed email to the court once we confirm.

Re time period

Varsity agrees to search and produce responsive documents and data for the time period January 1, 2015 to June 30, 2020.

Re sources to be searched

Varsity agrees to search all reasonably accessible sources, including text messages for the agreed custodians.

Re custodians and search terms

Plaintiffs agree to drop Blumenfeld, Parrish, and Hill as custodians; Varsity agrees to run the agreed-upon search terms for custodians Seely, Sadlow, Duhan, Webb, Berry, and LeTard

Re structured data

Varsity agrees to produce transactional data as follows:

- 1) Re apparel data – plaintiffs have agreed to accept what has already been produced in the *Fusion* action. Varsity has explained that the apparel data in *Fusion* covers both All Star and school data.
- 2) Re camps – Varsity has agreed to produce camps data (All Star camps and school camps) and will remain available to negotiate any questions or issues related to the fields to be produced. Varsity will produce a sample of the fields to be collected, if requested by Plaintiffs. The parties agree to discuss the specific fields to be produced, as necessary.
- 3) Re school competitions data, Varsity agrees to produce data related to schools in the same format as produced in *Fusion* related to All Star competitions.
- 4) Re "rebates" or other adjustments to price in the data related to school competitions, Varsity has explained that it does not possess rebate information for schools (similar to what was produced in *Fusion*). However, Varsity agrees to produce any fields that show any adjustments to pricing (e.g., discounts, gifts, kickbacks), regardless of the terminology. If there are no fields to reflect any such adjustments, Varsity will confirm that no fields related to adjustments exist.

Thanks,  
Kate

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Dear Judge Lipman and Judge Pham,

The *Jones* Plaintiffs and the Varsity Defendants have successfully resolved the outstanding discovery disputes in ECF No. 100 (Motion to Compel Discovery Responses from Varsity Defendants). The parties would like to request that the Court take this motion off calendar for the November 19, 2021 hearing.

Thank you,  
Kate

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**From:** Kaiser, Steven J. <[skaiser@cgsh.com](mailto:skaiser@cgsh.com)>

**Sent:** Wednesday, November 17, 2021 8:06 AM

**To:** Katharine Malone <[kmalone@saverilawfirm.com](mailto:kmalone@saverilawfirm.com)>; [mmulqueen@bakerdonelson.com](mailto:mmulqueen@bakerdonelson.com)

**Cc:** Ronnie Spiegel <[rspiegel@saverilawfirm.com](mailto:rspiegel@saverilawfirm.com)>

**Subject:** RE: Varsity (Jones): meet and confer follow-up

Okay, Kate. Client is ready to literally pull my fingernails out over these text message things, but deal.

Thanks. I think we should get an email to Pham ASAP saying the parties have reached agreement that resolves the motion to compel against Varsity.

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**Steven J. Kaiser**

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**From:** Katharine Malone <[kmalone@saverilawfirm.com](mailto:kmalone@saverilawfirm.com)>

**Sent:** Tuesday, November 16, 2021 7:31 PM

**To:** Kaiser, Steven J. <[skaiser@cgsh.com](mailto:skaiser@cgsh.com)>; [mmulqueen@bakerdonelson.com](mailto:mmulqueen@bakerdonelson.com)

**Cc:** Ronnie Spiegel <[rspiegel@saverilawfirm.com](mailto:rspiegel@saverilawfirm.com)>

**Subject:** Varsity (Jones): meet and confer follow-up

Steve and Matt,

We wanted to get back to you on your proposed deal:

We could accept dropping Blumenfeld, Parrish, and Hill as custodians in exchange for Seely, Sadlow, Duhan, Webb, Berry, and LeTard, the transactional data as discussed, and for text message searches on current employees. We would also agree to the time period of January 1, 2015 to June 30, 2020. Happy to jump on the phone if it would be easier to discuss that way.

Thanks,  
Kate

**Katharine L. Malone**  
*Associate*

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